

## C.F.S. PLANNING CORPORATION

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 14, 1984

14507/C  
RECORDATION NO. 14507 Filed 1425  
DEC 17 1984 - 3 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th Street and Constitution Avenue Northwest  
Recordation Division Room 2303  
Washington, D.C. 20001

ATTN: Mildred Lee

Dear Ms. Lee:

Per our telephone conversation of December 14th, enclosed please find one "Original" and one certified copy of the following items for recordation:

1. Two (2) Assignments of Lease
2. A Collateral Assignment
3. A Security Agreement
4. An Agreement of Lease

I have enclosed two (2) forms of certification for the copies since I was not sure which form was required. I have also enclosed a check in the amount of \$50.00 to cover the recordation charges.

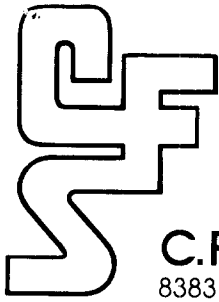
If everything is not in order, I would greatly appreciate it if you could give me a call so I can forward any missing information or items.

Thank you very much for your help and time.

Sincerely,

Kathleen Blackburn.  
Assistant Vice President

KB:cb  
Encl.



## C.F.S. PLANNING CORPORATION

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 19, 1984

### PERSONAL AND CONFIDENTIAL

Interstate Commerce Commission  
12th Street and Constitution Avenue Northwest  
Recordation Division Room 2303  
Washington D.C. 20001

Attention: Mildred Lee

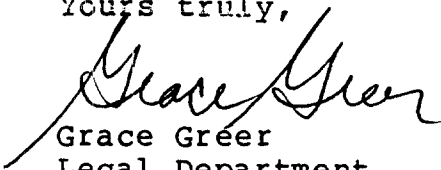
Dear Mrs. Lee:

Reference is made to our letter of December 14, 1984 whereby we forwarded documents to you for recordation with the ICC.

Pursuant to our telephone conversation today, enclosed please find the description of equipment proposing cause for recordation.

If you should have any further questions or desire further information, please contact me.

Yours truly,

  
Grace Greer  
Legal Department

Enc.

GG:cb

Interstate Commerce Commission  
Washington, D.C. 20423

12/18/84

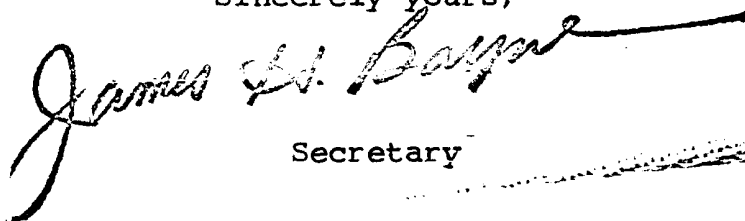
OFFICE OF THE SECRETARY

Kathleen Blackburn  
Assist. Vice President  
C.F.S. Planning Corp.  
8383 Wilshire Blvd, Suite 650  
Beverly Hills, Calif. 90211

Dear Ms. Blackburn:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/18/84 at 3:05pm and assigned re-recording number(s). 14507, 14507-A, 14507-B, 14507-C, 14507-D

Sincerely yours,

  
Secretary

Enclosure(s)

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

QTY.	DESCRIPTION	ROAD NUMBER			
4	General Motors Corporation, Electromotive Division, Model GP38, 2000 horsepower, 4 axle diesel electric locomotives.	300	301	302	303
19	General Motors Corporation, Electromotive Division, Model GP40, 3000 horsepower, 4 axle diesel electric locomotives.	211 215 219 224 228	212 216 220 225 229	213 217 221 226 230	214 218 223 227

EQUIPMENT LOCATION: The locomotives will be used by the Missouri-Kansas-Texas Railroad Company on its 3000 mile route system in Missouri, Kansas and Texas.

BANK: Chemical Business Credit Corporation  
INITIAL TERM: 144 months  
START DATE: June 1, 1983

DEC 17 1984 -3 05 PM

ILLINOIS STATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT

THIS ASSIGNMENT is by and between CIS RAIL CORPORATION, a California corporation with an office and place of business located at 909 Montgomery Street, San Francisco, California 94133, ("Assignor") and CFS PLANNING CORPORATION, a California corporation with an office and a place of business located at 8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211, ("Assignee").

WHEREAS

A. Pursuant to an agreement of lease between Assignor, as lessee, and Assignee, as lessor, (the "Lease") Assignor has leased the Equipment, as defined in the Lease, and is entitled to collect payments due or to become due to Assignee under the User Lease, as defined in the Lease, and to sublease the Equipment after the termination or expiration of the User Lease provided any such sublease is subject to the Lease; and

B. Assignee is entitled to protect its ownership interest by enforcing the Lease (e.g., to enforce the maintenance, insurance and other obligations of Assignor as lessee) and to similarly protect its interests as against any sublessee; and

C. The parties intend hereby to provide Assignee the additional right to enforce the payment obligations of Assignor under the Lease by entitling Assignee hereunder to collect any sum from the User, or any subsequent user, which Assignor shall fail to pay:

NOW, THEREFORE, IT IS AGREED:

In consideration of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over unto Assignee and its successors and assigns, all of Assignor's right, title and interest in and to all payments due, or to become due to Assignor under the User Lease and any subsequent agreement of lease permitted under the Lease (hereinafter the "Permitted Leases"), whether as rent, late charges, damages, insurance payments, termination payments, loss payments, indemnities or otherwise, and any and all proceeds of the Permitted Leases, within the meaning of the Uniform Commercial Code, together with all of the rights and remedies of the Assignor under the Permitted Leases to enforce, collect, receive and receipt for any and all of the foregoing sums assigned; provided, however, that this Assignment and all rights conveyed hereby are

expressly made subject and subordinate to the Liens, as defined in the Lease, and any lien arising out of any indebtedness permitted pursuant to Section 9.2 of the Lease.

This Assignment is made and delivered to the Assignee concurrently with the execution of the Lease, as collateral security for the payment of all rent and the performance of all obligations by Assignor under the Lease. Anything in this Assignment to the contrary notwithstanding, (i) the Assignee shall not be entitled to proceed against the Permitted Leases or to collect the rents or other proceeds therefrom or to exercise other rights in connection therewith granted herein, unless and until there shall occur an Event of Default, as defined in the Lease; (ii) so long as no default under the Lease shall have occurred and be continuing, all moneys received by Assignor under the Permitted Leases shall be so received by Assignor under the the Permitted Leases free and clear of this Assignment and Assignee shall have no interest whatsoever therein or thereto and shall have no right to make any claim thereto or to trace such moneys in the hands of Assignor; and (iii) Assignee shall have rights only to moneys due and becoming due under the Permitted Leases while Assignor is in default under the Lease and, after its termination, subject to the prior rights of the holders of the Liens or any bank or financial institution as permitted under Section 9.2 of the Lease.

It is expressly agreed that, notwithstanding anything contained herein to the contrary, Assignor shall remain liable under the Permitted Leases to perform all of the obligations assumed by it thereunder and Assignee shall have no obligations or liabilities thereunder by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to perform or fulfill any obligations of Assignor under or pursuant to the Permitted Leases or to make any payment to be made by Assignor thereunder, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times.

In the event that an Event of Default shall have occurred under the Lease, Assignor does hereby constitute Assignee Assignor's true and lawful attorney, irrevocably, with full power (in the name of Assignor, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents, moneys and claims for moneys due or to become due under or arising out of the Permitted Leases, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any



proceedings which Assignee may deem necessary or advisable in the premises. Assignor shall execute such financing statements with respect to Permitted Leases as Assignee shall reasonably request evidencing Assignee's interest therein.

The Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents as Assignee may reasonably require in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

Assignor does hereby represent and warrant that except for the Liens, it has not assigned or pledged, and hereby covenants, that, except as permitted by Section 9.2 of the Lease, it will not assign or pledge as long as this instrument of Assignment shall remain in effect, the whole or any part of the rents, moneys, claims and rights hereby assigned, to anyone other than Assignee, except such assignment or pledge as is expressly subject and subordinate to the interest of Assignee hereunder, and that it will not take or omit to take any action the taking or omission of which might result in alteration or impairment of the Permitted Leases, this instrument of Assignment or of any of the rights created by any of such instruments.

Any rentals and other moneys received by Assignee pursuant to the foregoing Assignment shall be applied by Assignee to the payment of rent and any other obligations of Assignor under the Lease when due and payable. Any balance remaining shall be the property of Assignor.

This Assignment may not be altered, modified or amended, except by a written amendment signed by both Assignee and Assignor.

The rights and obligations of the parties hereto inure to the benefit of, and binding and enforceable upon, the respective successor, assigns and transferees of the parties hereto. Assignee may not assign this Assignment or the obligations created or benefits conferred hereby, without the prior written consent of Assignor.

This Assignment shall be governed by, and interpreted under, the laws of the State of California, applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

CIS.1009.8.83

IN WITNESS WHEREOF, Assignor has caused this instrument of assignment to be executed as of this 1st day of September, 1984.

ASSIGNEE:

CFS PLANNING CORPORATION,  
a California corporation

By: *Kathleen Stauffer, Asst. V.P.*  
(Authorized Signatory)

ASSIGNOR:

CIS RAIL CORPORATION,  
a California corporation

By: *[Signature]*  
(Authorized Signatory)